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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
In re	:	Chapter 11
	:	
SEARS HOLDINGS CORPORATION, et al.,	:	Case No. 18-23538 (RDD)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
-----X		

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

**CERTIFICATE OF NO OBJECTION
REGARDING MOTION OF DEBTORS FOR AUTHORIZATION
TO (I) CONTINUE, MAINTAIN, AND RENEW THEIR INSURANCE
POLICIES AND WORKERS' COMPENSATION PROGRAMS; (II) HONOR ALL
OBLIGATIONS RESPECT THERETO; AND (III) MODIFY THE AUTOMATIC
STAY WITH RESPECT TO THE WORKERS' COMPENSATION PROGRAMS**

TO THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE:

Pursuant to 28 U.S.C. § 1746 and Rule 9075-2 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), the undersigned hereby certifies as follows:

1. Beginning on October 15, 2018 (the “**Commencement Date**”) and continuing thereafter, each of Sears Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code. On October 15, 2018, the Debtors filed the *Motion of Debtors For Authorization to (I) Continue, Maintain, and Renew Their Insurance Policies and Workers' Compensation Programs; (II) Honor All Obligations with Respect Thereto; and (III) Modify the Automatic Stay with Respect to the Workers' Compensation Programs* (ECF No. 17) (the “**Motion**”).

2. On October 16, 2018, the Court entered an order granting the relief requested in the Motion on an interim basis (ECF No. 141) (the “**Interim Order**”).

3. The Debtors served the Motion and Interim Order as reflected in the affidavits of service filed at ECF Nos. 261 and 342.

4. The Interim Order established a deadline (the “**Objection Deadline**”) for parties to object or file responses to the Motion of November 8, 2018 at 4:00 p.m. (prevailing Eastern Time). The Objection Deadline was extended for certain parties in interest. The

Amended Order Implementing Certain Notice and Case Management Procedures, entered on November 1, 2018 (ECF No. 405) (the “**Amended Case Management Order**”) provides that a motion or application may be granted without a hearing, provided that no objections or other responsive pleadings have been filed after the passage of the Objection Deadline and the attorney for the entity who filed the pleadings complies with the terms of the Amended Case Management Order.

5. The Objection Deadline has passed and, to the best of my knowledge, no objection, responsive pleading, or request for a hearing with respect to the Motion has been (a) filed with the Court on the docket of the above-captioned case or (b) served on counsel to the Debtors.

6. Accordingly, the Debtors respectfully request that the proposed order granting the relief requested in the Motion on a final basis, annexed hereto as **Exhibit A** (the “**Proposed Final Order**”), be entered in accordance with the Amended Case Management Order. The Proposed Final Order reflects comments received from the Creditors’ Committee, the DIP Lenders, and Chubb (as defined in the Proposed Final Order). A redline of the Proposed Final Order marked against the Interim Order entered by the Court is annexed hereto as **Exhibit B**.

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I declare that the foregoing is true and correct.

Dated: November 12, 2018
New York, New York

/s/ Sunny Singh

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Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re :
 : **Chapter 11**
SEARS HOLDINGS CORPORATION, et al., :
 : **Case No. 18-23538 (RDD)**
 :
Debtors.¹ : **(Jointly Administered)**
-----X

**FINAL ORDER AUTHORIZING DEBTORS TO
(I) CONTINUE, MAINTAIN, AND RENEW THEIR INSURANCE POLICIES AND
WORKERS' COMPENSATION PROGRAMS; (II) HONOR ALL OBLIGATIONS
WITH RESPECT THERETO; AND (III) MODIFY THE AUTOMATIC
STAY WITH RESPECT TO THE WORKERS' COMPENSATION PROGRAMS**

Upon the motion (the “**Motion**”)² of Sears Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the “**Bankruptcy Code**”), for an order authorizing but not directing the Debtors to (i)

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

continue, maintain, and renew their Insurance Policies and Workers' Compensation Programs, including the Debtors' Premium Financing Agreements; (ii) honor their Insurance Obligations and Workers' Compensation Obligations in the ordinary course of business during the administration of these chapter 11 cases; (iii) pay any prepetition Insurance Obligations and Workers' Compensation Obligations; (iv) modify the automatic stay if necessary to permit the Debtors' employees to proceed with any claims they may have under the Workers' Compensation Program; and (v) grant related relief all as more fully set forth in the Motion; and the Court having jurisdiction to decide the Motion and the relief, requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the relief sought in the Motion and the Final Hearing (defined below) having been provided in accordance with the Amended Case Management Order and as set forth in the affidavit of service filed with respect thereto (ECF No. 58), such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided of the relief granted herein; and the Court having held a hearing on October 15, 2018 to consider the relief requested in the Motion on an interim basis (the "**Interim Hearing**"); and the Court having entered an order granting the relief requested in the motion on an interim basis (ECF No. 141) (the "**Interim Order**") and scheduling a final hearing on the Motion on November 15, 2018 (the "**Final Hearing**"); and the Final Hearing having been held to consider the relief requested in the Motion on a final basis; and upon the record of and representations made at the Interim Hearing and the Final Hearing; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief

granted herein; and it appearing that the relief requested provides a net benefit to the Debtors and their estates after taking into account the Bankruptcy Code's priority scheme, and is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis to the extent set forth herein.

2. The Debtors are authorized, but not directed, to pay, in the ordinary course of business, all Insurance Obligations (including, without limitations payments under Premium Financing Agreements and the Service Provider's Fees) arising under or relating to the Insurance Policies (the definition of which shall, for the avoidance of doubt, include all insurance policies issued or providing coverage to the Debtors, whether current or expired, and all agreements related thereto) including, without limitation, any new Insurance Policies, and whether or not such Insurance Policies are listed on **Exhibit 1**³ to this Order, regardless of whether accruing or relating to the period before or after the Commencement Date.⁴

3. The Debtors are authorized, but not directed, to honor the terms of their existing Premium Financing Agreements, and to renew the Premium Financing Agreements, and to enter into new premium financing agreements in the ordinary course of business; *provided, however*, that the Debtors shall provide counsel to the official committee of unsecured creditors (the "**Creditors' Committee**") and counsel to the DIP ABL Agents (together with the Creditors' Committee, the "**Consultation Parties**") five (5) business days' advance notice prior to renewal

³ The premium amounts listed in Exhibit 1 to this Order are based upon the Debtors' books and records, but these amounts may differ from the premium amounts reflected in the Insurers' records.

⁴ For the avoidance of doubt, the term "Insurance Obligations" shall include, without limitation, all of the Debtors' obligations under any of the Insurance Policies.

of any Premium Financing Agreement, which notice shall include such information reasonably sufficient to support the decision to renew any such Premium Financing Agreement.

4. The Debtors are further authorized, but not directed, to maintain their Insurance Policies in accordance with practices and procedures that were in effect before the Commencement Date.

5. The Debtors are further authorized, but not directed, to revise, extend, supplement or otherwise modify their insurance coverage as needed, including without limitation, through the purchase or renewal of new or existing insurance policies or through entering into or renewing new or existing premium financing agreements; *provided, however*, that the Debtors shall provide the Consultation Parties five (5) business days' advance notice prior to the purchase or renewal of any insurance policy with an aggregate annual premium in excess of \$100,000.00, which notice shall include such information reasonably sufficient to support the decision to purchase or renew any such policy.

6. The Debtors are authorized, but not directed, to pay all Workers' Compensation Obligations, including, without limitation, any Workers' Compensation Obligations related to any new Workers' Compensation Programs, regardless of whether accruing or relating to the period before or after the Commencement Date.⁵

7. The Debtors are authorized, but not directed, to maintain the Workers' Compensation Programs (the definition of which shall, for the avoidance of doubt, include all insurance policies issued or providing workers' compensation coverage to the Debtors, whether

⁵ For the avoidance of doubt, the term "Workers' Compensation Obligations" shall include, without limitation, all of the Debtors' obligations under the Workers' Compensation Programs, including but not limited to any legacy or current self-insured state Workers' Compensation Programs or state approved occupational injury benefit plans.

current or expired, and all agreements related thereto) in accordance with practices and procedures that were in effect before the Commencement Date.

8. The Debtors are authorized, but not directed, to revise, extend, supplement or otherwise modify their workers' compensation coverage as needed, including, without limitation, through the purchase of new or renewal of existing Workers' Compensation Programs.

9. Nothing in the Motion, the Interim Order, or this Order alters or amends (i) the terms and conditions of any Insurance Policies or Workers' Compensation Programs or relieves the Debtors of any of their obligations under the Insurance Policies or Workers' Compensation Programs regardless of when such obligations arise or become liquidated, or (ii) the right, if any, of any Insurer to draw on and apply collateral in accordance with the terms of the Insurance Policies and Workers' Compensation Programs.

10. Notwithstanding anything in the Motion, the Interim Order, or this Order to the contrary, the Debtors and ACE American Insurance Company and ACE Fire Underwriters Insurance Company (together with each of their affiliates and each of their and their affiliates' successors, "**Chubb**") have the authority and, to the extent applicable, relief from the automatic stay set forth in section 362(a) of the Bankruptcy Code, (i) to handle, administer, defend, settle and/or pay: (a) workers' compensation claims, whether arising prior to or subsequent to the Commencement Date, (b) any claim where a claimant asserts a direct claim against Chubb under applicable law, and (c) any claim for which an order has been entered by the Bankruptcy Court granting the claimant relief from the automatic stay to proceed with its claim; and (ii) to pay any and all costs in relation to each of the foregoing in accordance with the Insurance Policies; and (iii) to the extent the Debtors fail to pay and/or reimburse Chubb for any of the amounts due after the Commencement Date, Chubb shall have the right, if any, to draw on and apply collateral and/or

security provided by or on behalf of the Debtors therefor in accordance with the terms of the Insurance Policies and the Workers' Compensation Programs.

11. This Order shall bind the Debtors, their successors in interest and assigns, including, without limitation, any trustee appointed pursuant to the Bankruptcy Code.

12. Notwithstanding anything in the Motion, the Interim Order, or this Order to the contrary, any payment made or action taken by any of the Debtors pursuant to the authority granted herein, as well as the exercise of any and all other rights and authorizations granted or approved hereunder, shall be subject in all respects to, as applicable: (i) the orders approving the Debtors' use of cash collateral and/or post-petition debtor-in-possession financing facilities (collectively, the "**DIP Orders**"); (ii) the other documentation governing the Debtors' use of cash collateral and postpetition financing facilities; and (iii) the Approved Budget (as defined in the DIP Orders).

13. To the extent there is any inconsistency between the terms of any of the DIP Orders or this Order, the terms of the DIP Order (or DIP Orders, as applicable) shall control.

14. Nothing contained in the Motion, the Interim Order, or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

15. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

16. Under the circumstances of these chapter 11 cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a).

17. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

19. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: _____, 2018
White Plains, New York

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Insurance Schedule

	Type of Coverage	Insurer	Policy Number	Policy Term	Premium
1.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	ACE American Insurance Company	RLOD3739824A011	06/01/2018 - 06/01/2019	\$440,679.61
2.	Primary Casualty	ACE American Insurance Company	WLR C65226236	08/01/2018 - 01/01/2019	\$1,690,069.00
3.	Primary Casualty	ACE American Insurance Company	WCU C65226273	08/01/2018 - 01/01/2019	\$42,956.00
4.	Primary Casualty	ACE American Insurance Company	ISA H25159895	08/01/2018 - 01/01/2019	\$15,208.00
5.	Primary Casualty	ACE American Insurance Company	ISA H25159871	08/01/2018 - 01/01/2019	\$96,494.00
6.	Primary Casualty	ACE American Insurance Company	ISA H25159883	08/01/2018 - 01/01/2019	\$5,000.00
7.	Primary Casualty	ACE American Insurance Company	CGO G71097778	08/01/2018 - 01/01/2019	\$22,000.00
8.	Primary Casualty	ACE American Insurance Company	HDO G71097614	08/01/2018 - 01/01/2019	\$124,886.00
9.	Primary Casualty	ACE American Insurance Company	HDO G71097730	08/01/2018 - 01/01/2019	\$97,794.00
10.	Primary Casualty	ACE American Insurance Company	HDO G71097651	08/01/2018 - 01/01/2019	\$74,626.00
11.	Primary Casualty	ACE American Insurance Company	HDO G71097699	08/01/2018 - 01/01/2019	\$62,061.00
12.	Miscellaneous Programs	ACE American Insurance Company	PHF D42183659 002	08/01/2018 - 08/01/2019	\$40,000.00
13.	Environmental	ACE American Insurance Company	G71136553 001	05/30/2018 - 05/30/2019	\$692.13
14.	Primary Casualty	ACE Fire Underwriters Insurance Company	SCF C65226315	08/01/2018 - 01/01/2019	\$175,800.00
15.	FSG Program	ACE Fire Underwriters Insurance Company	G2823708A 002	08/01/2018 - 08/01/2019	\$20,325.00
16.	Umbrella / Excess Liability	ACE Property and Casualty Insurance Company	XOO G28144799 003	08/01/2018 - 08/01/2019	\$1,344,874.00
17.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	AIG Europe Limited	PTNAM1802875	06/01/2018 - 06/01/2019	\$559,151.00
18.	FSG Program	Allianz Global Risks US Insurance Company	USF00087418	05/15/2018 - 05/15/2019	\$1,101,000.00
19.	Umbrella / Excess Liability	Allied World Assurance Co. Ltd.	C018491/006	08/01/2018 - 08/01/2019	\$252,875.00
20.	Umbrella / Excess Liability	Allied World Assurance Co. Ltd.	C005782/013	08/01/2018 - 08/01/2019	\$57,375.00

	Type of Coverage	Insurer	Policy Number	Policy Term	Premium
21.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Allied World Assurance Company	P003839/015	06/01/2018 - 06/01/2019	\$766,648.00
22.	Environmental	Allied World Assurance Company	0310-5748	04/01/2017 - 04/01/2020	\$14,683.20
23.	FSG Program	Argo Re Ltd.	ARGO-ASIDE-17-001041.1	05/15/2018 - 05/15/2019	\$412,500.00
24.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Aspen Specialty Insurance Company	PXAA52818	06/01/2018 - 06/01/2019	\$86,792.00
25.	Miscellaneous Programs	AXA Insurance Company	01-334-12-17-00034	01/15/2018 - 01/15/2019	\$13,000.00
26.	FSG Program	AXIS Insurance Company	MCN738227/01/2017	05/15/2018 - 05/15/2019	\$522,000.00
27.	FSG Program	AXIS Insurance Company	MCN793165012018	03/31/2018 - 03/31/2019	\$157,296.00
28.	Umbrella / Excess Liability	Berkshire Hathaway Specialty Insurance Company	47-XSF-302809-03	08/01/2018 - 08/01/2019	\$101,150.00
29.	Umbrella / Excess Liability	Bunker Hill International Insurance Bermuda	748901	08/01/2018 - 08/01/2019	\$10,115.00
30.	Umbrella / Excess Liability	Chubb Bermuda Insurance Ltd.	SHLD-0221/BSF03	08/01/2018 - 08/01/2019	\$92,500.00
31.	Umbrella / Excess Liability	Chubb Bermuda Insurance Ltd.	SHLD-PD/18	08/01/2018 - 08/01/2019	\$134,487.00
32.	Miscellaneous Programs	Chubb Insurance Hong Kong Limited	HCP0573325	11/01/2018 - 10/31/2019	per rate schedule
33.	FSG Program	Continental Casualty Company	596686796	05/15/2018 - 05/15/2019	\$864,000.00
34.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Crum & Forster	PPP-910258	06/01/2018 - 06/01/2019	\$101,959.00
35.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Endurance Worldwide Insurance Ltd.	PTNAM1802912	06/01/2018 - 06/01/2019	\$468,563.00
36.	Umbrella / Excess Liability	Everest National Insurance Company	XC5EX00224-181	08/01/2018 - 08/01/2019	\$101,150.00
37.	FSG Program	Federal Insurance Company	82472277	03/31/2018 - 03/31/2019	\$80,000.00

	Type of Coverage	Insurer	Policy Number	Policy Term	Premium
38.	Miscellaneous Programs	Federal Insurance Company (Chubb)	76401454	02/01/2018 - 02/01/2019	\$106,049.00
39.	Miscellaneous Programs	Global Aerospace, Inc.	13000678	02/26/2018 - 02/26/2019	\$14,500.00
40.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Great Lakes Insurance SE	PTNAM1802903	06/01/2018 - 06/01/2019	\$104,125.00
41.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Hamilton Re, Ltd.	PX18-4217-01	06/01/2018 - 06/01/2019	\$287,500.00
42.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	HDI Global Insurance Company	XPD1488701	06/01/2018 - 06/01/2019	\$136,068.91
43.	FSG Program	Hiscox \$2M / ACT \$3M	FSUSC1802479	05/15/2018 - 05/15/2019	\$587,207.10
44.	FSG Program	Hiscox Insurance Company Inc.	UKA3001668.16	09/01/2016 - 09/01/2019	\$27,396.00
45.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Hudson Specialty Insurance Company	HCS102360	06/01/2018 - 06/01/2019	\$36,444.00
46.	FSG Program	Illinois National Insurance Company (AIG)	01-423-04-29	05/15/2018 - 05/15/2019	\$340,000.00
47.	FSG Program	Illinois National Insurance Company (AIG)	01-423-10-78	05/15/2018 - 05/15/2019	\$1,133,333.00
48.	Environmental	Illinois Union Insurance Company (ACE)	PPLG24882688 001	11/01/2009 - 11/01/2019	\$73,675.00
49.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Ironshore Specialty Insurance Company	000423109	06/01/2018 - 06/01/2019	\$170,245.00
50.	Umbrella / Excess Liability	Iron-Starr Excess Agency Ltd.	IS0004392	08/01/2018 - 08/01/2019	\$57,375.00
51.	Property-Specific Programs	Lexington Insurance Company	060437348-00	05/17/2018 - 05/17/2019	\$11,248.80

	Type of Coverage	Insurer	Policy Number	Policy Term	Premium
52.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Liberty Mutual Fire Insurance Company	MJ2L9L426774038	06/01/2018 - 06/01/2019	\$287,499.00
53.	FSG Program	Lloyd's of London (AIG 80% / ACT 20%)	FSUSC1801090	05/15/2018 - 05/15/2019	\$176,163.00
54.	FSG Program	Lloyd's of London (Beazley 37.5% / Aspen 15% / ACT 20% / StartPoint 12.5% / AIG 15% (UK))	FSUSC1801088	05/15/2018 - 05/15/2019	\$704,650.00
55.	FSG Program	Lloyd's of London (Beazley)	FSUSC1800413	05/15/2018 - 05/15/2019	\$901,330.00
56.	FSG Program	Lloyd's of London (Hiscox 50% / AIG 30% / ACT 20% (UK))	FSUSC1800971	05/15/2018 - 05/15/2019	\$676,322.00
57.	FSG Program	Lloyd's of London (StartPoint 50% / Aspen 30% / ACT 20% (UK))	FSUSC1800410	05/15/2018 - 05/15/2019	\$1,253,863.00
58.	Environmental	Lloyd's Syndicates 623/2623	W18A4D150101	05/29/2015 - 05/29/2025	\$130,847.00
59.	Environmental	Lloyd's Syndicates 623/2623	W18BF6150101	06/12/2015 - 06/12/2025	\$113,940.02
60.	Environmental	Lloyd's Syndicates 623/2623	W18DCF150101	06/30/2015 - 06/30/2025	\$100,481.71
61.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Lloyd's Syndicate No. 1183 (TAL, BRT)	PTNAM1802913	06/01/2018 - 06/01/2019	\$309,773.00
62.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Lloyd's Syndicate No. 1414 (ASC)	PTNAM1802914	06/01/2018 - 06/01/2019	\$355,327.00
63.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Lloyd's Syndicate No. 1955 (Barbican)	042768061812	06/01/2018 - 06/01/2019	\$200,442.00

	Type of Coverage	Insurer	Policy Number	Policy Term	Premium
64.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Lloyd's Syndicate No. 1955 (Barbican)	042768061808	06/01/2018 - 06/01/2019	\$27,919.00
65.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Lloyd's Syndicate No. 2468 (Neon)	BNPD18AA158Z	06/01/2018 - 06/01/2019	\$156,188.00
66.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Lloyd's Syndicate No. 318 (MSP)	PTNAM1801122	06/01/2018 - 06/01/2019	\$569,434.00
67.	Umbrella / Excess Liability	Magna Carta Insurance Limited	MCEV204734	08/01/2018 - 08/01/2019	\$10,115.00
68.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Markel Bermuda Ltd.	1374862-9606-PRMAN-2018	06/01/2018 - 06/01/2019	\$175,000.00
69.	Miscellaneous Programs	National Casualty Company	KEO0007542100	08/01/2018 - 08/01/2019	\$2,966.25 - quarterly
70.	Miscellaneous Programs	National Casualty Company	XKO0007542300	08/01/2018 - 08/01/2019	\$6,847.25 - quarterly
71.	Miscellaneous Programs	National Union Fire Ins Co of Pittsburgh, PA	GTP9129594	01/31/2016 - 01/31/2019	\$53,230.00
72.	Environmental	Navigators Specialty Insurance Company	CH17ESP0BHJV2NC	09/01/2017 - 09/01/2020	\$61,704.00
73.	Property-Specific Programs	North American Elite Insurance Company	NAP200246800	04/15/2018 - 04/15/2019	\$57,999.00
74.	FSG Program	North American Specialty Insurance Company	DAX 2000102 00	05/15/2018 - 05/15/2019	\$1,023,435.00
75.	FSG Program	Old Republic Insurance Company	ORPRO 39488	05/15/2018 - 05/15/2019	\$170,000.00

	Type of Coverage	Insurer	Policy Number	Policy Term	Premium
76.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	PartnerRe Ireland Insurance da	PTNAM1802911	06/01/2018 - 06/01/2019	\$72,888.00
77.	Primary Casualty	Scottsdale Insurance Company	BCS0037278	08/14/2018 - 08/14/2019	\$61,920.00
78.	Primary Casualty	Scottsdale Insurance Company	XLS0107980	08/14/2018 - 08/14/2019	\$4,495.39
79.	Property - Stock Throughput	Starr Indemnity & Liability Company	MASICNY0264US18	06/01/2018 - 06/01/2019	\$2,900,000.00
80.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Starr Surplus Lines Insurance Company	SLSTPTY11075718	06/01/2018 - 06/01/2019	\$312,427.00
81.	FSG Program	Stratford Insurance Company (Validus)	PDX0000018	05/15/2018 - 05/15/2019	\$170,000.00
82.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Tokio Marine America Insurance Company	LCP648016707	06/01/2018 - 06/01/2019	\$255,174.00
83.	FSG Program	Underwriters at Lloyds	MPL1732387.18	07/30/2018 - 07/30/2019	\$56,800.00
84.	FSG Program	Underwriters at Lloyds	MPL2078696.18	10/10/2018 - 10/10/2019	\$6,633.00
85.	Environmental	Underwriters at Lloyds	PEM10062-02	08/01/2018 - 08/01/2019	\$32,597.25
86.	Environmental	Virginia Surety Company Inc	2722	02/01/2018 - 02/01/2019	\$700,000.00
87.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Westport Insurance Corporation	NAP045210506	06/01/2018 - 06/01/2019	\$411,026.00
88.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	XL Bermuda Ltd.	XL PRP 714637 18	06/01/2018 - 06/01/2019	\$75,000.00
89.	FSG Program	XL Specialty Insurance Company	ELU149912-17	05/15/2018 - 05/15/2019	\$935,000.00

	Type of Coverage	Insurer	Policy Number	Policy Term	Premium
90.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Zurich American Insurance Company	XPP926068011	06/01/2018 - 06/01/2019	\$620,493.19
91.	Property - Sabotage & Terrorism (Location Specific)	XL Catlin (Lloyds Syndicate 2003)	CMCTR1802826	03/09/2018 - 03/19/2019	\$31,937.50
92.	Property - Deductible Buy Down (Location Specific)	Allied World Assurance Company	P043866/001	3/3/2018 - 3/13/2019	\$870,588

Exhibit B

Redline

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re :
: Chapter 11
SEARS HOLDINGS CORPORATION, *et al.*, :
: Case No. 18-23538 (RDD)
:
Debtors.¹ : (Jointly Administered)
-----X

**INTERIM~~FINAL~~ ORDER AUTHORIZING DEBTORS TO
(I) CONTINUE, MAINTAIN, AND RENEW THEIR INSURANCE POLICIES AND
WORKERS' COMPENSATION PROGRAMS; (II) HONOR ALL OBLIGATIONS
WITH RESPECT THERETO; AND (III) MODIFY THE AUTOMATIC
STAY WITH RESPECT TO THE WORKERS' COMPENSATION PROGRAMS**

Upon the motion (the “**Motion**”)² of Sears Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), pursuant to sections 105(a) and 363(b) of title 11 of the United

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); [SHC Licensed Business LLC \(3718\)](#); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); [SHC Promotions LLC \(9626\)](#); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

States Code (the “**Bankruptcy Code**”), for an order authorizing but not directing the Debtors to

(i) continue, maintain, and renew their Insurance Policies and Workers’ Compensation Programs ~~(each as defined herein)~~, including the Debtors’ Premium Financing Agreements; (ii) ~~and~~ honor their Insurance Obligations and Workers’ Compensation Obligations ~~(each as defined herein)~~ in the ordinary course of business during the administration of these chapter 11 cases; (iii) pay any prepetition Insurance Obligations and Workers’ Compensation Obligations; (iv) modify the automatic stay if necessary to permit the Debtors’ employees to proceed with any claims they may have under the Workers’ Compensation Program; and (v) grant related relief all as more fully set forth in the Motion; and the Court having jurisdiction to decide the Motion and the relief, requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the ~~interim~~-relief ~~requested~~sought in the Motion and the Final Hearing (defined below) having been ~~given as~~ provided in ~~the Motion~~accordance with the Amended Case Management Order and as set forth in the affidavit of service filed with respect thereto (ECF No. 58), such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided of the relief granted herein; and the Court having held a hearing on October 15, 2018 to consider the relief requested in the Motion on an interim basis ~~on October 15, 2018~~-(the “**Interim Hearing**”); and ~~upon~~-the ~~Riecker Declaration filed contemporaneously with the Motion~~, Court having entered an order granting the relief requested in the motion on an interim basis (ECF No. 141) (the “Interim Order”) and scheduling a final hearing on the Motion on November 15, 2018 (the “Final Hearing”); and the Final Hearing

having been held to consider the relief requested in the Motion on a final basis; and upon the record of and representations made at the Interim Hearing, and ~~upon all of the proceedings had before the Court~~the Final Hearing; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested ~~in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003,~~ provides a net benefit to the Debtors and their estates after taking into account the Bankruptcy Code's priority scheme, and is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on ~~an interim~~a final basis to the extent set forth herein.
2. The Debtors are authorized, but not directed, to pay, in the ordinary course of business, all Insurance Obligations (including, without limitations payments under Premium Financing Agreements and the Service Provider's Fees) arising under or relating to the Insurance Policies (the definition of which shall, for the avoidance of doubt, include all insurance policies issued or providing coverage to the Debtors, whether current or expired, and all agreements related thereto) including, without limitation, any new Insurance Policies, and whether or not such Insurance Policies are listed on Exhibit 1³ to this ~~Interim~~ Order, regardless of whether accruing or relating to the period before or after the Commencement Date;~~provided~~

³ The premium amounts listed in Exhibit 1 to this Order are based upon the Debtors' books and records, but these amounts may differ from the premium amounts reflected in the Insurers' records.

~~that, the Debtors are authorized, but not directed, to pay only amounts due and payable as of the Commencement Date and amounts that are or become due and payable between the Commencement Date and the date that a final order on the Motion is entered, unless otherwise ordered by the Court.~~⁴

3. The Debtors are authorized, but not directed, to honor the terms of their existing Premium Financing Agreements, and to renew the Premium Financing Agreements, and to enter into new premium financing agreements in the ordinary course of business; provided, however, that the Debtors shall provide counsel to the official committee of unsecured creditors (the “Creditors’ Committee”) and counsel to the DIP ABL Agents (together with the Creditors’ Committee, the “Consultation Parties”) five (5) business days’ advance notice prior to renewal of any Premium Financing Agreement, which notice shall include such information reasonably sufficient to support the decision to renew any such Premium Financing Agreement.

4. The Debtors are further authorized, but not directed, to maintain their Insurance Policies in accordance with practices and procedures that were in effect before the Commencement Date.

5. The Debtors are further authorized, but not directed, to revise, extend, supplement or otherwise modify their insurance coverage as needed, including without limitation, through the purchase or renewal of new or existing insurance policies or through entering into or renewing new or existing premium financing agreements; provided, however, that the Debtors shall provide the Consultation Parties five (5) business days’ advance notice prior to the purchase

⁴ For the avoidance of doubt, the term “Insurance Obligations” shall include, without limitation, all of the Debtors’ obligations under any of the Insurance Policies.

or renewal of any insurance policy with an aggregate annual premium in excess of \$100,000.00, which notice shall include such information reasonably sufficient to support the decision to purchase or renew any such policy.

6. The Debtors are authorized, but not directed, to pay all Workers' Compensation Obligations, including, without limitation, any Workers' Compensation Obligations related to any new Workers' Compensation Programs, regardless of whether accruing or relating to the period before or after the Commencement Date; ~~provided that, the Debtors are authorized, but not directed, to pay only amounts due and payable as of the Commencement Date and amounts that are or become due and payable between the Commencement Date and the date that a final order on the Motion is entered, unless otherwise ordered by the Court.~~⁵

7. The Debtors are authorized, but not directed, to maintain the Workers' Compensation Programs (the definition of which shall, for the avoidance of doubt, include all insurance policies issued or providing workers' compensation coverage to the Debtors, whether current or expired, and all agreements related thereto) in accordance with practices and procedures that were in effect before the Commencement Date.

8. The Debtors are authorized, but not directed, to revise, extend, supplement or otherwise modify their workers' compensation coverage as needed, including, without limitation, through the purchase of new or renewal of existing Workers' Compensation Programs.

⁵For the avoidance of doubt, the term "Workers' Compensation Obligations" shall include, without limitation, all of the Debtors' obligations under the Workers' Compensation Programs, including but not limited to any legacy or current self-insured state Workers' Compensation Programs or state approved occupational injury benefit plans.

~~9. Nothing in the Motion or this Interim Order shall be deemed to authorize the Debtors to accelerate any payments not otherwise due prior to the date of the hearing to consider entry of an order granting the relief requested in the Motion on a final basis (the “Final Hearing”).~~

9. Nothing in the Motion, the Interim Order, or this Order alters or amends (i) the terms and conditions of any Insurance Policies or Workers’ Compensation Programs or relieves the Debtors of any of their obligations under the Insurance Policies or Workers’ Compensation Programs regardless of when such obligations arise or become liquidated, or (ii) the right, if any, of any Insurer to draw on and apply collateral in accordance with the terms of the Insurance Policies and Workers’ Compensation Programs.

10. Notwithstanding anything in the Motion, the Interim Order, or this Order to the contrary, the Debtors and ACE American Insurance Company and ACE Fire Underwriters Insurance Company (together with each of their affiliates and each of their and their affiliates’ successors, “Chubb”) have the authority and, to the extent applicable, relief from the automatic stay set forth in section 362(a) of the Bankruptcy Code, (i) to handle, administer, defend, settle and/or pay: (a) workers’ compensation claims, whether arising prior to or subsequent to the Commencement Date, (b) any claim where a claimant asserts a direct claim against Chubb under applicable law, and (c) any claim for which an order has been entered by the Bankruptcy Court granting the claimant relief from the automatic stay to proceed with its claim; and (ii) to pay any and all costs in relation to each of the foregoing in accordance with the Insurance Policies; and (iii) to the extent the Debtors fail to pay and/or reimburse Chubb for any of the amounts due after the Commencement Date, Chubb shall have the right, if any, to draw on and apply collateral

and/or security provided by or on behalf of the Debtors therefor in accordance with the terms of the Insurance Policies and the Workers' Compensation Programs.

11. This Order shall bind the Debtors, their successors in interest and assigns, including, without limitation, any trustee appointed pursuant to the Bankruptcy Code.

12. ~~10.~~ Notwithstanding anything in the Motion, the Interim Order, or this ~~Interim~~ Order to the contrary, any payment made or action taken by any of the Debtors pursuant to the authority granted herein, as well as the exercise of any and all other rights and authorizations granted or approved hereunder, shall be subject in all respects to, as applicable: (i) the orders approving the Debtors' use of cash collateral and/or post-petition debtor-in-possession financing facilities (collectively, the "**DIP Orders**"); (ii) the other documentation governing the Debtors' use of cash collateral and postpetition financing facilities; and (iii) the Approved Budget (as defined in the DIP Orders).

13. ~~11.~~ To the extent there is any inconsistency between the terms of any of the DIP Orders ~~and/or~~ this ~~Interim~~ Order, the terms of the DIP Order (or DIP Orders, as applicable) shall control.

14. ~~12.~~ Nothing contained in the Motion, the Interim Order, or this ~~Interim~~ Order or any payment made pursuant to the authority granted by this ~~Interim~~ Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

15. ~~13.~~ Notwithstanding entry of this ~~Interim~~ Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

~~14. The requirements of Bankruptcy Rule 6003(b) have been satisfied.~~

16. ~~15.~~ Under the circumstances of these chapter 11 cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a).

17. ~~16.~~ Notwithstanding Bankruptcy Rule 6004(h), this ~~Interim~~ Order shall be immediately effective and enforceable upon its entry.

~~17. This Interim Order is effective only from the date of entry through this Court's disposition of the Motion on a final basis; provided that, the Court's ultimate disposition of the Motion on a final basis shall not impair or otherwise affect any action taken pursuant to this Interim Order.~~

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this ~~Interim~~ Order.

19. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this ~~Interim~~ Order.

~~20. The Final Hearing on the Motion shall be held on November 15, 2018, at 10:00 a.m. (Prevailing Eastern Time), and any objections or responses to the Motion shall be filed and served in accordance with the Case Management Order so as to be received no later than 4:00 p.m. (Prevailing Eastern Time) on November 8, 2018.~~

Dated: _____, 2018
White Plains, New York

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Insurance Schedule

	Type of Coverage	Insurer	Policy Number	Policy Term	Premium
1.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	ACE American Insurance Company	RLOD3739824A011	06/01/2018 - 06/01/2019	\$440,679.61
2.	Primary Casualty	ACE American Insurance Company	WLR C65226236	08/01/2018 - 01/01/2019	\$1,690,069.00
3.	Primary Casualty	ACE American Insurance Company	WCU C65226273	08/01/2018 - 01/01/2019	\$42,956.00
4.	Primary Casualty	ACE American Insurance Company	ISA H25159895	08/01/2018 - 01/01/2019	\$15,208.00
5.	Primary Casualty	ACE American Insurance Company	ISA H25159871	08/01/2018 - 01/01/2019	\$96,494.00
6.	Primary Casualty	ACE American Insurance Company	ISA H25159883	08/01/2018 - 01/01/2019	\$5,000.00
7.	Primary Casualty	ACE American Insurance Company	CGO G71097778	08/01/2018 - 01/01/2019	\$22,000.00
8.	Primary Casualty	ACE American Insurance Company	HDO G71097614	08/01/2018 - 01/01/2019	\$124,886.00
9.	Primary Casualty	ACE American Insurance Company	HDO G71097730	08/01/2018 - 01/01/2019	\$97,794.00
10.	Primary Casualty	ACE American Insurance Company	HDO G71097651	08/01/2018 - 01/01/2019	\$74,626.00
11.	Primary Casualty	ACE American Insurance Company	HDO G71097699	08/01/2018 - 01/01/2019	\$62,061.00
12.	Miscellaneous Programs	ACE American Insurance Company	PHF D42183659 002	08/01/2018 - 08/01/2019	\$40,000.00
13.	Environmental	ACE American Insurance Company	G71136553 001	05/30/2018 - 05/30/2019	\$692.13
14.	Primary Casualty	ACE Fire Underwriters Insurance Company	SCF C65226315	08/01/2018 - 01/01/2019	\$175,800.00
15.	FSG Program	ACE Fire Underwriters Insurance Company	G2823708A 002	08/01/2018 - 08/01/2019	\$20,325.00
16.	Umbrella / Excess Liability	ACE Property and Casualty Insurance Company	XOO G28144799 003	08/01/2018 - 08/01/2019	\$1,344,874.00
17.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	AIG Europe Limited	PTNAM1802875	06/01/2018 - 06/01/2019	\$559,151.00
18.	FSG Program	Allianz Global Risks US Insurance Company	USF00087418	05/15/2018 - 05/15/2019	\$1,101,000.00
19.	Umbrella / Excess Liability	Allied World Assurance Co. Ltd.	C018491/006	08/01/2018 - 08/01/2019	\$252,875.00
20.	Umbrella / Excess Liability	Allied World Assurance Co. Ltd.	C005782/013	08/01/2018 - 08/01/2019	\$57,375.00

	Type of Coverage	Insurer	Policy Number	Policy Term	Premium
21.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Allied World Assurance Company	P003839/015	06/01/2018 - 06/01/2019	\$766,648.00
22.	Environmental	Allied World Assurance Company	0310-5748	04/01/2017 - 04/01/2020	\$14,683.20
23.	FSG Program	Argo Re Ltd.	ARGO-ASIDE-17-001041.1	05/15/2018 - 05/15/2019	\$412,500.00
24.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Aspen Specialty Insurance Company	PXAA52818	06/01/2018 - 06/01/2019	\$86,792.00
25.	Miscellaneous Programs	AXA Insurance Company	01-334-12-17-00034	01/15/2018 - 01/15/2019	\$13,000.00
26.	FSG Program	AXIS Insurance Company	MCN738227/01/2017	05/15/2018 - 05/15/2019	\$522,000.00
27.	FSG Program	AXIS Insurance Company	MCN793165012018	03/31/2018 - 03/31/2019	\$157,296.00
28.	Umbrella / Excess Liability	Berkshire Hathaway Specialty Insurance Company	47-XSF-302809-03	08/01/2018 - 08/01/2019	\$101,150.00
29.	Umbrella / Excess Liability	Bunker Hill International Insurance Bermuda	748901	08/01/2018 - 08/01/2019	\$10,115.00
30.	Umbrella / Excess Liability	Chubb Bermuda Insurance Ltd.	SHLD-0221/BSF03	08/01/2018 - 08/01/2019	\$92,500.00
31.	Umbrella / Excess Liability	Chubb Bermuda Insurance Ltd.	SHLD-PD/18	08/01/2018 - 08/01/2019	\$134,487.00
32.	Miscellaneous Programs	Chubb Insurance Hong Kong Limited	HCP0573325	11/01/2017 ⁷⁸ - 10/31/2018 ⁸⁹	per rate schedule
33.	FSG Program	Continental Casualty Company	596686796	05/15/2018 - 05/15/2019	\$864,000.00
34.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Crum & Forster	PPP-910258	06/01/2018 - 06/01/2019	\$101,959.00
35.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Endurance Worldwide Insurance Ltd.	PTNAM1802912	06/01/2018 - 06/01/2019	\$468,563.00
36.	Umbrella / Excess Liability	Everest National Insurance Company	XC5EX00224-181	08/01/2018 - 08/01/2019	\$101,150.00
37.	FSG Program	Federal Insurance Company	82472277	03/31/2018 - 03/31/2019	\$80,000.00

	Type of Coverage	Insurer	Policy Number	Policy Term	Premium
38.	Miscellaneous Programs	Federal Insurance Company (Chubb)	76401454	02/01/2018 - 02/01/2019	\$106,049.00
39.	Miscellaneous Programs	Global Aerospace, Inc.	13000678	02/26/2018 - 02/26/2019	\$14,500.00
40.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Great Lakes Insurance SE	PTNAM1802903	06/01/2018 - 06/01/2019	\$104,125.00
41.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Hamilton Re, Ltd.	PX18-4217-01	06/01/2018 - 06/01/2019	\$287,500.00
42.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	HDI Global Insurance Company	XPD1488701	06/01/2018 - 06/01/2019	\$136,068.91
43.	FSG Program	Hiscox \$2M / ACT \$3M	FSUSC1802479	05/15/2018 - 05/15/2019	\$587,207.10
44.	FSG Program	Hiscox Insurance Company Inc.	UKA3001668.16	09/01/2016 - 09/01/2019	\$27,396.00
45.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Hudson Specialty Insurance Company	HCS102360	06/01/2018 - 06/01/2019	\$36,444.00
46.	FSG Program	Illinois National Insurance Company (AIG)	01-423-04-29	05/15/2018 - 05/15/2019	\$340,000.00
47.	FSG Program	Illinois National Insurance Company (AIG)	01-423-10-78	05/15/2018 - 05/15/2019	\$1,133,333.00
48.	Environmental	Illinois Union Insurance Company (ACE)	PPLG24882688 001	11/01/2009 - 11/01/2019	\$73,675.00
49.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Ironshore Specialty Insurance Company	000423109	06/01/2018 - 06/01/2019	\$170,245.00
50.	Umbrella / Excess Liability	Iron-Starr Excess Agency Ltd.	IS0004392	08/01/2018 - 08/01/2019	\$57,375.00
51.	Property-Specific Programs	Lexington Insurance Company	060437348-00	05/17/2018 - 05/17/2019	\$11,248.80

	Type of Coverage	Insurer	Policy Number	Policy Term	Premium
52.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Liberty Mutual Fire Insurance Company	MJ2L9L426774038	06/01/2018 - 06/01/2019	\$287,499.00
53.	FSG Program	Lloyd's of London (AIG 80% / ACT 20%)	FSUSC1801090	05/15/2018 - 05/15/2019	\$176,163.00
54.	FSG Program	Lloyd's of London (Beazley 37.5% / Aspen 15% / ACT 20% / StartPoint 12.5% / AIG 15% (UK))	FSUSC1801088	05/15/2018 - 05/15/2019	\$704,650.00
55.	FSG Program	Lloyd's of London (Beazley)	FSUSC1800413	05/15/2018 - 05/15/2019	\$901,330.00
56.	FSG Program	Lloyd's of London (Hiscox 50% / AIG 30% / ACT 20% (UK))	FSUSC1800971	05/15/2018 - 05/15/2019	\$676,322.00
57.	FSG Program	Lloyd's of London (StartPoint 50% / Aspen 30% / ACT 20% (UK))	FSUSC1800410	05/15/2018 - 05/15/2019	\$1,253,863.00
58.	Environmental	Lloyd's Syndicates 623/2623	W18A4D150101	05/29/2015 - 05/29/2025	\$130,847.00
59.	Environmental	Lloyd's Syndicates 623/2623	W18BF6150101	06/12/2015 - 06/12/2025	\$113,940.02
60.	Environmental	Lloyd's Syndicates 623/2623	W18DCF150101	06/30/2015 - 06/30/2025	\$100,481.71
61.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Lloyd's Syndicate No. 1183 (TAL, BRT)	PTNAM1802913	06/01/2018 - 06/01/2019	\$309,773.00
62.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Lloyd's Syndicate No. 1414 (ASC)	PTNAM1802914	06/01/2018 - 06/01/2019	\$355,327.00
63.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Lloyd's Syndicate No. 1955 (Barbican)	042768061812	06/01/2018 - 06/01/2019	\$200,442.00

	Type of Coverage	Insurer	Policy Number	Policy Term	Premium
64.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Lloyd's Syndicate No. 1955 (Barbican)	042768061808	06/01/2018 - 06/01/2019	\$27,919.00
65.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Lloyd's Syndicate No. 2468 (Neon)	BNPD18AA158Z	06/01/2018 - 06/01/2019	\$156,188.00
66.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Lloyd's Syndicate No. 318 (MSP)	PTNAM1801122	06/01/2018 - 06/01/2019	\$569,434.00
67.	Umbrella / Excess Liability	Magna Carta Insurance Limited	MCEV204734	08/01/2018 - 08/01/2019	\$10,115.00
68.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Markel Bermuda Ltd.	1374862-9606-PRMAN-2018	06/01/2018 - 06/01/2019	\$175,000.00
69.	Miscellaneous Programs	National Casualty Company	KEO0007542100	08/01/2018 - 08/01/2019	\$2,966.25 - quarterly
70.	Miscellaneous Programs	National Casualty Company	XKO0007542300	08/01/2018 - 08/01/2019	\$6,847.25 - quarterly
71.	Miscellaneous Programs	National Union Fire Ins Co of Pittsburgh, PA	GTP9129594	01/31/2016 - 01/31/2019	\$53,230.00
72.	Environmental	Navigators Specialty Insurance Company	CH17ESP0BHJV2NC	09/01/2017 - 09/01/2020	\$61,704.00
73.	Property-Specific Programs	North American Elite Insurance Company	NAP200246800	04/15/2018 - 04/15/2019	\$57,999.00
74.	FSG Program	North American Specialty Insurance Company	DAX 2000102 00	05/15/2018 - 05/15/2019	\$1,023,435.00
75.	FSG Program	Old Republic Insurance Company	ORPRO 39488	05/15/2018 - 05/15/2019	\$170,000.00

	Type of Coverage	Insurer	Policy Number	Policy Term	Premium
76.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	PartnerRe Ireland Insurance da	PTNAM1802911	06/01/2018 - 06/01/2019	\$72,888.00
77.	Primary Casualty	Scottsdale Insurance Company	BCS0037278	08/14/2018 - 08/14/2019	\$61,920.00
78.	Primary Casualty	Scottsdale Insurance Company	XLS0107980	08/14/2018 - 08/14/2019	\$4,495.39
79.	Property - Stock Throughput	Starr Indemnity & Liability Company	MASICNY0264US18	06/01/2018 - 06/01/2019	\$2,900,000.00
80.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Starr Surplus Lines Insurance Company	SLSTPTY11075718	06/01/2018 - 06/01/2019	\$312,427.00
81.	FSG Program	Stratford Insurance Company (Validus)	PDX0000018	05/15/2018 - 05/15/2019	\$170,000.00
82.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Tokio Marine America Insurance Compan	LCP648016707	06/01/2018 - 06/01/2019	\$255,174.00
83.	FSG Program	Underwriters at Lloyds	MPL1732387.18	07/30/2018 - 07/30/2019	\$56,800.00
84.	FSG Program	Underwriters at Lloyds	MPL2078696.18	10/10/2018 - 10/10/2019	\$6,633.00
85.	Environmental	Underwriters at Lloyds	PEM10062-02	08/01/2018 - 08/01/2019	\$32,597.25
86.	Environmental	Virginia Surety Company Inc	2722	02/01/2018 - 02/01/2019	\$700,000.00
87.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Westport Insurance Corporation	NAP045210506	06/01/2018 - 06/01/2019	\$411,026.00
88.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	XL Bermuda Ltd.	XL PRP 714637 18	06/01/2018 - 06/01/2019	\$75,000.00
89.	FSG Program	XL Specialty Insurance Company	ELU149912-17	05/15/2018 - 05/15/2019	\$935,000.00

	Type of Coverage	Insurer	Policy Number	Policy Term	Premium
90.	Property - Domestic Property, Boiler & Machinery and Stock Throughput	Zurich American Insurance Company	XPP926068011	06/01/2018 - 06/01/2019	\$620,493.19
91.	Property - Sabotage & Terrorism (Location Specific)	XL Catlin (Lloyds Syndicate 2003)	CMCTR1802826	03/09/2018 - 03/19/2019	\$31,937.50
92.	Property - Deductible Buy Down (Location Specific)	Allied World Assurance Company	P043866/001	3/3/2018 - 3/13/2019	\$870,588